

1.0 Introductory Letter

The purpose of submitting this application is to acquire additional funding for the Betty Kwan Chinn Homeless Foundation's newest facility, Betty's Shelter Annex. The Annex, which is slated to become operational within the next several months, will be a 90-day emergency shelter facility for some of Humboldt County's most chronically homeless single women and women with children. The facility, which will be located across from the Day Center at 133 7th St. in Eureka, will have the capacity to house up to 25 individuals at a time. The Annex will contain 9 rooms; 4 rooms will be designed for families of up to 4 people and 5 rooms will be single or double-occupancy for up to 10 individuals to stay at a time.

To determine which clients are eligible for Betty's Shelter Annex services, we will be accepting referrals from the Eureka Police Department, County Mental Health, Sempervirens, local community resource centers, or those identified by Betty through her street outreach. Our hope is to seek out residents who may otherwise fall through the cracks in our system due to a lack of available services, including older individuals who receive SSI and women who may be fleeing domestic violence situations.

In accordance with Housing First principles, our hope is to attend to the immediate need for shelter for our clients. Once that need has been satisfied, our staff will help residents begin working toward the establishment/retention of more stable housing through employment, referrals to physical/mental health services or substance abuse treatment, and debt management. Residents will meet with our on-site case manager on a weekly basis to work on their finances through budget plans. Finally, residents will receive assistance in connecting with local landlords and property management companies with the hope of transitioning into permanent housing.

The proposed program is in line with the requirements set forth by the RFP because it will address the immediate need for housing for currently-unhoused individuals throughout Humboldt County. The Betty Kwan Chinn Homeless foundation has a demonstrated track record of successfully housing some of the most chronically homeless individuals in our community, mostly through Betty's Village transitional housing facility and Betty's House Family Shelter. In addition, the recent COVID-19 pandemic has made the provision of these services even more necessary to help contain the spread of the virus and will contribute to the containment of the disease by keeping some of our most vulnerable community members off the streets.

Proposer's Contact Information:
Mary Pieratt, Business Manager
133 7th St.
Eureka, CA 95501
Ph: (707) 407-3833

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REQUEST FOR PROPOSALS - NO. DHHS2020-05
HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM

ATTACHMENT A - SIGNATURE AFFIDAVIT
(Submit with Proposal)

REQUEST FOR PROPOSALS - NO. DHHS2020-05 SIGNATURE AFFIDAVIT	
NAME OF ORGANIZATION/AGENCY:	Betty Kwan Chinn Homeless Foundation
STREET ADDRESS:	133 7th street
CITY, STATE, ZIP	Eureka, CA 95501
CONTACT PERSON:	Mary Pieratt
PHONE #:	707-407-3833
FAX #:	707-407-3835
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Government Code Sections 6250, *et seq.*, the "Public Records Act," define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this Proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or agency to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above-named organization and hereby agrees to all the terms, conditions and specifications required by the County in Request for Proposals No. DHHS2020-05 and declares that the attached Proposal and pricing are in conformity therewith.

Mary Pieratt
Signature

5-13-2020
Date

Mary Pieratt
Name

5-13-2020
Date

This agency hereby acknowledges receipt / review of the following Addendum(s), if any
Addendum # [] Addendum # [] Addendum # [] Addendum # []

4.0 Professional Profile

4.1 Organization Overview

4.1.1

- **Name:** The Betty Kwan Chinn Homeless Foundation
- **Physical Location:** 133 7th St., Eureka, CA 95501
- **Mission Statement:** The mission of the foundation is to honor all of humanity by providing direct responses to immediate needs and helping the homeless achieve the dignity needed to return to society as contributing members.
- **Legal Organizational Status:** 501(c)3 non-profit organization.
- **Current Staffing Levels:**

Day Center

Program Manager: Megan Agnihotri
Case Manager: Ana Monjras
Kitchen Staff: Jen Utterback
Receptionist: Ruben Botello

Betty's House

Program/Case Manager: Jesse Summerson
Case Manager: Kelsey Bahena
Program Support Specialist: Ada Wang
Program Support Specialist: Jessica Chapman
Program Assistant (Overnight): Michael Ratcliff
Program Assistant (Overnight): James Kyne

Betty's Village

Program/Case Manager: Andy Pham
Case Manager: Audrey Moffatt
Program Support Specialist: George Lopez
Program Support Specialist (Overnight): James Kyne
Program Support Specialist (Overnight): Tim Utterback

4.1.2

- a. Betty Kwan Chinn's work started 38 years ago when she began preparing meals for one family in need. Now, through her own efforts and ability to mobilize broad community support, she serves meals three times a day from her mobile kitchen and provides homeless adults with clothing, toiletries, bus tickets, medical care, and hot showers. In addition, Betty uses some of the money in the Outreach fund to provide prescription medications for those who would otherwise be unable to afford them. Today, Betty's Outreach focuses on homeless individuals and families who live outside in campgrounds, vehicles, places not meant for human habitation, or in motels. Betty's Outreach serves the most vulnerable members of Humboldt County within the city limits of Eureka and in outlying rural locations such as Trinidad, Happy Camp, Weott, and Orleans.

In addition to Betty's Outreach, The Betty Kwan Chinn Homeless Foundation currently operates three primary programs: The Betty Kwan Chinn Day Center, Betty's House Family Shelter and Medical Respite, and Betty's Village.

In November of 2013, the Betty Kwan Chinn Day Center opened at 133 7th Street in Eureka. The Day Center provides supportive services to individuals and families experiencing homelessness or living in vulnerable housing situations. Day Center services include phone use, mail services, computer access, job search assistance, professional clothing, one-on-one employment coaching, referrals to other resources, workshops and classes, Homeless Court, and an after-school program for local children who are experiencing homelessness.

Betty's Village is a shelter program located at 801 W. Washington St. in Eureka which provides emergency housing and case management for people experiencing homelessness. Betty's Village is comprised of 5 housing units retrofitted from Conex shipping containers and houses up to 40 of the most chronically homeless individuals (and their pets) in Humboldt County for 90 days at a time.

Lastly, Betty's House opened in January 2017 and houses two distinct programs within the building located at 624 C St. in Eureka. The upstairs portion of the building is a Family Shelter for families experiencing homelessness. The downstairs floor of the building is a Medical Respite program for single adults who have been released from St. Joseph's hospital; the respite space is available for a 21-day period and is intended as a recovery site for those who have undergone treatment for a recent illness or injury.

- b. The Betty Kwan Chinn Homeless Foundation was officially established in 2012. Although our Day Center was previously partnered with Catholic Charities, at present we are currently not affiliated with any other organizations which we would provide services and/or capital improvements to.
- c. Betty Chinn has been providing services directly to the local homeless population for the past 38 years. For most of that time, her projects have been largely self-funded and/or funded through donations received through public support. However, as of 2017, we began receiving funding through Humboldt County and the City of Eureka to maintain our current scope of services.
- d. We currently receive funding from the City of Eureka to support Betty's Village. Through the County of Humboldt, we receive funding through CalFresh to support Betty's outreach as well as funding for the Day Center and Betty's House. Thirdly, our Medical Respite facility is offered to clients through a partnership with St. Joseph's Hospital.

4.1.3

None

4.1.4

None

4.1.5

None

4.1.6

None

4.1.7

None

4.2 Overview of Qualifications and Experience

4.2.1

For nearly 40 years, Betty Kwan Chinn has demonstrated leadership through an outstanding record of humanitarian activity in Humboldt County. Betty's passion for serving others has its roots in her childhood, when at the age of 7 she was turned out of her family's home in China during Mao Zedong's Cultural Revolution. Targeted because of her parents' wealth and religious beliefs, Chinn spent four years homeless on the streets. Alone after her mother was jailed and her siblings were hauled off to labor camps, she found refuge in a garbage dump where she was forced to forage for food. Eventually, Betty and her few surviving siblings fled to America and ended up settling in Eureka, California. As a result of her experiences, Betty carried with her the desire to show others the kindness and compassion that was not extended to her in a time of great need.

Betty's mission to help the homeless began with simply cooking extra food at mealtimes for a homeless family she knew. However, once she realized how many more families and individuals were in need in the community, she increased her outreach in capacity and scope. As word spread, Betty began feeding hundreds of people breakfast and dinner with a hot cup of coffee, paid for entirely out of her own pocket. Even today, Betty rises before dawn to prepare meals and stays out until well after dark, making extra trips around the county with rain gear and blankets during periods of inclement weather.

The Betty Kwan Chinn Homeless Foundation (BKCHF) capacity to succeed with the proposed projects has been validated through years of successful programs which have gained the support of the City of Eureka, The County of Humboldt, hundreds of individual donors, and state/federal organizations. Furthermore, our founder, Betty Kwan Chinn, has been honored by members of government across the political spectrum as a result of her humanitarian work and the social services provided by staff within each of the BKCHF programs.

4.2.2

The Betty Kwan Chinn Homeless Foundation has over 8 years of experience in providing services to the homeless population of Humboldt County, California. We follow all local laws and work closely with both the Humboldt County Sheriff, and the City of Eureka Police Department.

4.2.3

Day Center - Program Manager: Megan Agnihotri

- 1.5 years working for the Betty Kwan Chinn Homeless Foundation
- MSc. in Global Studies and Development from Aarhus University

Day Center - Case Manager: Ana Monjras

- Cumulative 4 years of volunteer experience with local nonprofits including Healthy Kids Humboldt, St. Joseph's Hospital, and Centro De Pueblo
- Currently attending HSU to receive her BA in Social Work
- 2 years working for the Betty Kwan Chinn Homeless Foundation
- Bilingual Spanish-speaker

Betty's House - Program Manager: Jesse Summerson

- 7+ years' experience working with at-risk and underserved populations, with a focus on family development and at-risk youth, including the Boys and Girls Club of the Redwoods, Eureka and McKinleyville
- MA in English

Betty's House - Case Manager: Kelsey Bahena

- 3 years' experience in social service settings, including Silvercrest, EA Family Services, and the Humboldt Office of Education.
- Currently attending HSU to receive her MSW

Betty's Village - Case Manager: Audrey Moffatt

- 2 years' experience with the Hoopa Tribal Community Conservation Corps
- Currently attending HSU to receive her BA in Social Work

Betty's Village - Program Manager: Andy Pham

- 3+ years working for the Betty Kwan Chinn Homeless Foundation
- Bachelor of Arts in Psychology from Humboldt State University

4.2.4

Day Center - Program Manager: Megan Agnihotri

Primarily responsible for administrative functions, program implementation, establishment of collaborations with external partners, and grants/reports.

Day Center - Case Manager: Ana Monjras

Provides case management services for Day Center clients including (but not limited to): resource referrals for job training/mental or physical health

needs/substance abuse treatment, employment search assistance, housing search assistance, assistance with enrollment in benefits and budgeting assistance.

Betty's House - Program Manager: Jesse Summerson

Provides case management services for Betty's House Family Shelter clients including (but not limited to): resource referrals for job training/mental or physical health needs/substance abuse treatment, employment search assistance, housing search assistance, assistance with enrollment in benefits and budgeting assistance.

Betty's House - Case Manager: Kelsey Bahena

Provides case management services for Betty's House Family Shelter clients including (but not limited to): resource referrals for job training/mental or physical health needs/substance abuse treatment, employment search assistance, housing search assistance, assistance with enrollment in benefits and budgeting assistance.

Betty's Village - Case Manager: Audrey Moffatt

Provides case management services for Betty's Village clients including (but not limited to): resource referrals for job training/mental or physical health needs/substance abuse treatment, employment search assistance, housing search assistance, assistance with enrollment in benefits and budgeting assistance.

Betty's Village - Program Manager: Andy Pham

Provides case management services for Betty's Village clients including (but not limited to): resource referrals for job training/mental or physical health needs/substance abuse treatment, employment search assistance, housing search assistance, assistance with enrollment in benefits and budgeting assistance.

5.0 Project Description

5.1 Project Design

5.1.1

5.1.1.a

Betty's Shelter Annex will provide housing for its residents for a period of up to 90 days, with the possibility of extension on a case-by-case basis. The facility will contain a total of 4 family-sized rooms, which will house an average 4 people per room for a total of 16 individuals. In addition, we will have 5 single/double-occupancy rooms for a total of up to 10 residents. The total maximum capacity for housed individuals within the facility at a given time will be 26.

5.1.1.b

There are numerous ways in which this proposed project will have far-ranging positive effects throughout the County of Humboldt. For example, in accordance with Housing First principles, our first step with clients will be to attend to their immediate housing needs. One of the most significant outcomes of the housing first model is a reduction in crime; According to a March 2019 article from The Downtown Emergency Service Center in Seattle¹, "Exposure to project-based Housing First is associated with reduced jail time and bookings."

Secondly, once the immediate need for shelter is met, one of the primary goals of the program will be to provide residents with the support they may need to gain employment and permanent housing, which in turn contributes to overall stability within the community.

In addition, we will be providing referrals to healthcare resources and the provision of healthcare services, which can improve community health by helping prevent the spread of illness. This will remain especially crucial as we continue to navigate the COVID-19 pandemic.

Lastly, the provision of shelter for children has far-ranging community effects- simply having a stable place to sleep can contribute to better school performance, which may eventually lead to fewer run-ins with law enforcement, less reliance on harmful substances, a wider support network through peers and school personnel, and more opportunities for higher learning and stable employment.

¹ <https://www.desc.org/housing-first-and-the-criminal-justice-system/>

Another benefit of the facility's location is the easy access to the Betty Kwan Chinn Day Center's After-School Program, which is designed to create continuity and stability through homework help, tutoring, arts and crafts, physical activity, and peer learning.

Following up on the success of Betty's Village transitional housing program and the positive feedback we have received from our neighbors, we feel confident that each of these positive strides can be accomplished with minimal disruption to the businesses located in the immediate vicinity of Betty's Shelter Annex.

5.1.1.c

The most immediate concern will be to move as many people as possible from the streets into Betty's Shelter Annex. Our first step will be to identify the most chronically homeless female individuals in Humboldt County. Once we have identified and housed these individuals, we can begin the process of setting them up with whichever services they might benefit most from. To do this, we plan to connect our clients to a variety of local resource providers, depending on their needs.

We will also partner with other organizations to form a collaborative approach to ending homelessness. For example, we have already solidified a commitment from members of Eureka Police Department's CSET task force. In addition, we'll be reaching out to community resource centers as geographically distant as Willow Creek and Garberville to identify clients in great need; in doing so, we will hopefully be contributing to efforts to end homelessness throughout the county.

5.1.2

The Target Population(s) for Betty's Shelter Annex are families headed by single women and chronically-homeless single women of all ages. Our goal in establishing this facility is to fill the gap between community needs and the availability/provision of services. The target population are primarily those who may otherwise be unable to receive services through the standard service providers. We are specifically targeting single women and mothers due to their higher risk of drug and alcohol abuse, mental health needs, fleeing domestic violence or displaced from out of the area. This population typically does not meet the County services criteria and is where the focus of our scope will be.

In addition to the significant need for women's housing in the area, it is important to have a shelter for single women or women with children because among the industrialized nations, The United States has the largest number of homeless single women and homeless women with children. In addition, this demographic is especially vulnerable to assault and violence, and is heavily stigmatized by many employers due to child care being too scarce or too expensive.

Additionally, women are more likely to 'stay hidden' and seek out aid from family or friends than seek out shelters, which often leads an already vulnerable population into high-risk situations where they are more easily preyed upon by people looking to take advantage of this reluctance to seek aid. In addition to this is the effect of an unstable home life on children; high ACES scores tend to lead to a higher drop-out rate in school, an increased likelihood of individuals turning to drugs and/or not being able to enter the workforce as adults, perpetuating the cycle of homelessness. Our hope is that this program will help disrupt those cycles and offer residents an opportunity to rebuild their lives.

To avoid the duplication of services offered at Betty's Village, we will not be housing men at this facility. In addition, those who will be staying at Betty's Shelter Annex will likely have experienced more significant disadvantages than those who typically stay at our Village shelter; one of our target demographics will be those who are chronically homeless, including those who have been referred to us through DHHS and other agencies. In addition, we will also be focusing our outreach on older individuals who may suffer from substance abuse issues but receive SSI, with the hope of offering help with budgeting to reduce the use of otherwise-necessary funds on addictive and harmful substances.

5.1.3

We are finalizing a contract with the City of Eureka in which they agree to provide \$15,000 on May 15, 2020, with an option to receive another \$15,000 on November 15th, 2020. A draft of this contract is contained in the 6.0 Supplemental Documentation section.

5.1.4

The shelter will be a referral-based facility. Betty's Shelter Annex will be equipped to receive referrals in a similar way as Betty's House Family Shelter. However, the Family Shelter currently operates solely with the Department of Health and Human Services (DHHS), specifically CalWORKS, though all other umbrella services under DHHS are included as well, including Child Welfare Services (CWS). In collaboration with these two sites, families will be able to comprehensively work through immediate and long-term roadblocks to housing which can vary depending on court appearance requirements, credit score, budget and income levels, as well as rental history. Although Betty's Shelter Annex will receive referrals from CalWORKS and CWS, we'll also accept referrals from other sources, including the Eureka Police Department, County Mental Health, Sempervirens, and local community resource centers (among others, to be determined on a case-by-case basis).

Once the referral goes through and clients are placed into the program, primary work is done to maintain an estimated budget for each month, which is then held against actual spending to determine housing range and savings requirements. Required savings depend on family size with up to 80% of income needing to be saved for families of two (single parent families) down to 45% on families of six or larger. Breakfast, lunch, and dinner are provided to clients to help ease spending on daily food expenditures. Case managers also help link families to existing resources within the community that may help assist in other, less immediate needs the family has, such as laundry vouchers, gas cards, etc.

The Betty Kwan Chinn Homeless Foundation provides assistance with first month's rent and deposit as well as basic furnishings such as flatware, beds, dressers, etc. Clients that have been referred to our facility through the Housing Action Program (HAP) are also given rental assistance through subsidization based on the client's income and the rental rate of their property up to 80% of incoming rent. This assistance can last up through a year. In addition to this, families are provided follow-up care with their HAP worker as well as the Program Manager of the BKCHF on a case-by-case basis after they have found stable housing. This is done to help minimize the chances of the family returning to homelessness after being unable to budget out living expenses.

5.1.5

None

5.1.6

Due to the proximity of the new Shelter, all residents will have access to all the operational support of the Betty Kwan Chinn Day Center. This includes:

- Access to phone and mail services which allow clients to make outgoing calls, receive phone messages and use the Betty Kwan Chinn Day Center as a mailing address.
- Access to the Betty Kwan Chinn Learning Center which consists of ten (10) computers that are available for the purpose of conducting occupational, housing and other business-related research, including, without limitation, benefit enrollment, transportation information and resource information.
- Access to parenting classes which focus on conscious parenting strategies and other parenting-related topics, including, without limitation, non-violent communication, conflict resolution, self-awareness, self-care, child awareness and child care.

- Access to computer skills classes which are designed to teach clients how to create and save documents, use a word processor, work with electronic files, navigate the internet and set up a personal email account.
- Access to cell phone distribution services which allow clients to receive and use personal cell phones for up to one (1) year, with the option to requalify, through the Humboldt Lifeline program.
- Access to employment services which allow clients to receive assistance and support regarding job referrals, résumé preparation, interview techniques and occupational research.
- Access to the Project UPLIFT Eureka program which allows clients to reclaim independence by providing work program opportunities, ongoing direct support and resource management, including, without limitation, assistance with obtaining necessary documents, arranging appointments and finding transportation.
- Access to the professional clothing closet program which allows clients to receive professional clothing for job interviews and other events.
- Access to after school program services which allow homeless, unstably housed and foster children in kindergarten through fifth grade to receive homework assistance, one-on-one tutoring, field trips, snacks, art activities, educational experiences, dinner and transportation to their residence.
- Access to referral services which provide clients with referrals to outside resources, such as St. Vincent de Paul, the Rescue Mission, Family Resource Centers, Nurse Family Partnership and other programs from which clients may benefit.
- Access to the Homeless Court program which allows clients to convert fines owed due to citations into community service or program participation hours.
- Access to identification services which allow clients to receive assistance with obtaining their birth certificate, Social Security Cards and other forms of governmental identification free of charge.

5.1.7

During May-June of 2020, The Betty Kwan Chinn Homeless Foundation (BKCHF) will retrofit a break area into a second bathroom for the facility. BKCHF

is also installing a new entrance door on the C Street side of the building which will be directly across from Betty's House Family Shelter and the Betty Kwan Chinn Day Center. The Outreach arm of BKCHF will be paying for these improvements which may cost up to \$40,000. As soon as we take possession of the property we will begin improvements.

5.1.8

Monday-Friday: 1 Case Manager, 1 Support Staff (8-hr. shifts each)
Weekends: 3 Support Staff (8-hr. shifts each)

We have decided on this staffing level because they closely mirror our current staffing levels at both of our other main shelter facilities (Family Shelter and Betty's Village), which have proved sufficient to provide the highest level of care to our residents.

5.1.9

When hiring the case manager for Betty's Shelter Annex, we will be looking for someone with extensive case management/social services experience, preferably with a history working with homeless populations. Ideally, we will bring on someone with a working knowledge of the Housing First model, trauma-informed care, and resources available to those experiencing homelessness in Humboldt County. In doing this, we can ensure that our residents will have the greatest access to the services which may assist them in reaching their goals.

Aside from our staff, we have a commitment from the Eureka Police Department to have an on-site workstation at the Annex. This workstation will be occupied by an officer from the Community Safety and Enhancement Team (CSET). The "mission of the CSET team is to address the quality of life, and crime rates in old town and Eureka's park areas.² One of the primary ways the Team has been trying to accomplish this is to engage actively with homeless members of the community to address immediate needs. Having an officer stationed within Betty's Shelter Annex will hopefully help facilitate this engagement and help connect our residents with external services offered through the police department.

In addition, as a result of close proximity of Betty's Shelter Annex to the Day Center, residents will have easy access to all of the services offered through the facility, including case management, phone and mail services, parenting classes, computer skills classes, free cell phone distributions, employment workshops like Pathway to Payday, our After-School Program, our professional clothing closet, and access to 10 computers available for housing/employment searches, enrollment in benefits, enrollment in college courses, and budgeting.

² <https://kiem-tv.com/2018/08/02/eureka-police-department-cracks-down-with-new-program-cset/>

5.1.10

Client data will be collected through a referral spreadsheet which will be sent weekly to all involved parties and will include: HMIS ID number, intake date, family size, birth dates, and the resulting outcome of the assessment. Other data collected will include a synopsis of weekly case meeting notes, family exit date and whether it was voluntary or not, whether the family was successfully housed, housing type and whether it will include on-going subsidy or not and what furnishing assistance was provided. At the initial case meeting the client's data will be collected through HMIS ID intake summary/client ID profile paperwork. These papers will include information on basic income level and sources, whether that income is cash or not, length of homelessness, including last location before entering shelter, any physical or mental disabilities whether drug or alcohol or domestic abuse histories are present, etc. This data is then uploaded with case notes to the Service Point website to be collected as an aggregate for all services that utilize HMIS. This information will be sent out weekly to all involved parties.

Case meetings will occur weekly and data will be collected on a more granular level including credit scores, tax information, income verification and employment information, as well as general benefits. These data points will then be used to create an overall profile for the case to measure whether it is on track for success and what needs to be adjusted to meet the targeted savings and deposit goal. These particular points will be checked against a monthly budget projection that estimates their expenditures under general budgetary guidelines for sections such as: debt, transportation, utilities, health, and living expenses and how they match up against the income level from all sources which is then placed against the actual expenditure for the month to determine whether or not savings is on track with guidelines set up at the initial case meeting. In the occurrence that the client is not on track with estimations, corrective actions will occur including but not limited to adjusting exit date, reevaluating initial goals to be set to a more reasonable level, etc.

5.1.11

Upon a client's exit from the Betty's Shelter Annex program, they will retain access to all services available at the Day Center, which will help them continue to make progress on their goals. In addition, it may be possible for clients who are nearing the end of their stay to be transferred to one of our other shelter facilities, depending on the circumstances and if housing at Betty's Shelter Annex becomes unavailable for whatever reason.

5.1.12

The Housing First model posits that the first step to ending homelessness is to place individuals in some form of housing before attending to other needs. By some estimates, homelessness-centered facilities which have implemented this model boast a 98% success rate. The same study purports that 71-95% of families in rapid rehousing remain housed within the year, which is significant because one of the major obstacles in tackling homelessness is getting people to stay housed and not lapse back into homelessness.

In addition, the Housing First model affords a higher level of autonomy and choice than setting someone up in a clean and sober house when they are not in need of rehabilitative services. Finally, it costs less to get someone housed by using services like rapid rehousing and permanent supportive housing than it does to have them on the streets and more actively using emergency services, hospitals, or jails. One study found an average cost savings on emergency services of \$31,545 per person housed in a Housing First program over the course of two years. Another study showed that a Housing First program could cost up to \$23,000 less per consumer per year than a shelter program.

Because of these factors, our program design will integrate the principles set forth by the Housing First model. Betty's Shelter Annex will represent the site from which our residents will be able to begin the process of comprehensively managing their situation, whatever that situation may look like. Once the immediate need for shelter is met, our case manager will assist residents in identifying and tackling more deeply-rooted needs, such as mental health/substance abuse treatment, treatment for illnesses/ongoing health needs, budgeting, etc.

Specific programs which may help in this regard include our Pathway to Payday program, held bimonthly at the Day Center. Pathway to Payday is a 4-day employment workshop in which participants learn about resume building and interview techniques, participate in mock interviews, and have the option of receiving clothing from our clothing closet or haircuts from a volunteer hairdresser. On the third day of the workshop, employers from various sectors conduct real interviews for locally available positions.

In addition, depending upon the outlook for COVID-19 in Humboldt County, we are hoping to set up a RENT Ready workshop, which would be a week-long workshop where landlords, housing advocates, budgeting specialists, and other housing-related organizations will be available to coach prospective tenants and housing-seekers on the requirements for transitioning into more permanent, stable housing.

5.1.13

Betty's Shelter Annex is exempt from the requirements of Article XXXIV of the California Constitution, as clarified by Sections 37000, *et seq.* of the California Health and Safety Code. We are exempt because we are not building public housing. We are opening a temporary emergency shelter based on the January 19, 2016, declaration by the Eureka City Council where they declared a shelter crisis due to the large number of unsheltered individuals in the area of City.

5.1.14

Betty's Shelter Annex is exempt from the requirements of any and all applicable prevailing wage requirements set forth in California Labor Code Sections 1770, *et seq.*, because we are not building public housing. We are opening a temporary emergency shelter based on the January 19, 2016, declaration by the Eureka City Council where they declared a shelter crisis due to the large number of unsheltered individuals in the area of City.

5.2 Project Budget

The project budget is based on the expenses incurred the past 3 years at Betty's House Family Shelter located at 624 C Street, in Eureka, California. Betty's House Family Shelter has 7 rooms designated for homeless families. Because the proposed shelter is directly across the street and can house up to 10 single women and 4 women with children, we believe the costs will be approximately the same amount as Betty's House.

- **Personnel Costs:**

We will be hiring a half time case manager to work with each of the adult clients to help them find the resources they need in the areas of employment, child care, health, and to help them address their barriers in general areas of self-sufficiency.

For safety and support, we will be hiring a support specialist to work at the shelter from midnight to 8am every night of the week. We also need support specialists on the weekends from 8am to 4pm and from 4pm to midnight. During the week the City of Eureka Police Department has offered to have a CSET officer onsite 8 hours per day. We will also utilize volunteers and staff from our Day Center to fill in as needed.

The cost of one half time Case Manager, one full-time overnight Support Specialist and three part-time weekend Support Specialists, including a medical stipend for the one full-time employee, and workers compensation insurance for all employees, will be approximately \$85,813 per year.

- **Operation Costs:**

Our operation costs mirror those of Betty's House Family Shelter with the exception that we do not own the building, so we will be paying over \$25,000 per year in rent. We will have the usual costs of utilities such as water and sewer, electricity and gas, trash pickup, cleaning, building security, interior building maintenance, and liability insurance. Based on our current shelter expenses we believe these will be approximately \$62,716 per year.

- **Supplies:**

Again, based on the cost of feeding the clients at Betty's House Family Shelter, we are estimating the cost of food to be approximately \$33,600 for up to three meals per day for 365 days a year. That is an average cost of \$30.68 per meal for everyone at the shelter, but that will vary based on the number of people in the shelter at any given time.

Besides food, there are the non-food costs of containers, utensils, bathroom supplies, cleaning supplies, and the cost of office supplies for the Case Manager. These costs we are estimating to be \$7,200 for a total cost of supplies to be \$40,800 for the year.

- **Transportation/Travel:**

We will use the transportation/travel budget to provide money for clients to get to resource and health appointments, and when exiting the program, to move to a new area when that is deemed necessary. We use local buses, taxis, Uber, Amtrak and Greyhound for this type of travel. We estimate the cost of these services to be approximately \$6,000 for the year.

- **Other Costs:**

The indirect costs of administering this contract are accounting, supervision, meeting planning and attendance, hiring and training staff, purchasing supplies, working with vendors, landlord, insurance, and other agencies. We estimate the costs of these items to be approximately 7% of the total budget, which is \$13,673.

**ATTACHMENT B – PROPOSED BUDGET
(Submit with Proposal)**

A. Personnel Costs	
<i>Formula for salary calculations and any benefits should be clearly identified</i>	
Title: Case Manager Salary Calculation: 0.5 FTE x \$18.96 x 40 hrs/week x 52 weeks Duties Description: Helps Clients with resources and housing needs	\$ 19,718
Title: Support Specialist Salary Calculation: 1.8 FTE x \$15.41 x 40 hrs/week x 52 weeks Duties Description: Mon-Fri Overnight staff and 24 hour weekend staff	\$ 57,695
Benefits: Medical Insurance Stipend - 1 FTE x \$400 x 12 months	\$ 4,800
Workers Compensation: 2.3 FTE x \$130.44 x 12 months	\$ 3,600
Total Personnel Costs:	\$ 85,813
B. Operational Costs	
Item: Building Rental Description: 3,359 sq ft x \$.70 psf x 12 months	\$ 28,216
Item: City of Eureka water and sewer Description: \$300/month x 12 months	\$ 4,800
Item: PG&E Description: \$700/month x 12 months	\$ 8,400
Item: Recology Description: \$375/month x 12 months	\$ 4,500
Item: Suddenink Description: \$200/month x 12 months	\$ 2,400
Item: Cleaning Services Description: \$300/month x 12 months	\$ 3,600
Item: Building security/fire extinguisher servicing and maintenance Description: \$50/month x 12 months	\$ 600
Item: Building Maintenance Description: \$400/month x 12 months	\$ 4,800
Item: Insurance Description: \$450/month x 12 months	\$ 5,400
Total Operational Costs:	\$ 62,716
C. Supplies	
Item: Food Description: 3 meals per day per resident - \$2,800/month x 12 months	\$ 33,600
Item: Non-food Supplies Description: Food containers and utensils, bathroom and cleaning supplies	\$ 6,000
Item: Office Supplies Description: Filing, charting supplies for Case Manager	\$ 1,200
Total Supply Costs:	\$ 40,800

D. Transportation/Travel <i>(Travel expenses must follow Humboldt County Travel Policy Limits)</i>	
Item: Client Transportation Description: Bus passes within Humboldt County	\$ 1,000
Item: Transportation Description: Greyhound and Amtrak tickets out of Humboldt County	\$ 5,000
Total Transportation/Travel Costs:	\$ 6,000
E. Other Costs	
Item: Administration Description: Indirect costs, contract administration	\$ 13,673
Total Other Costs:	\$ 13,673
Grand Total:	\$ 209,002

6.0 Supplemental Documentation

**AGREEMENT BETWEEN CITY OF EUREKA AND BETTY KWAN CHINN
HOMELESS FOUNDATION FOR OPERATION OF A WOMEN AND WOMEN WITH
CHILDREN SHELTER LOCATION**

This "Agreement" is made and entered into by and between the **CITY of EUREKA**, a municipal corporation ("City") and **BETTY KWAN CHINN HOMELESS FOUNDATION**, a California non-profit corporation ("Operator"), collectively referred to herein as the Party or Parties.

RECITALS

A. Operator is the lessee of 205 7th Street, Eureka, CA 95501 which is located within the City of Eureka, ("Location"); and

B. Property owner of 205 7th Street has approved of the property being used as a shelter; and

C. On January 19, 2016 the City Council declared a shelter crisis due to a large number of unsheltered individuals in the area of City; and

D. On April 21st, 2020, the Eureka City Council authorized the expenditure of \$15,000 to assist with funding rent costs and improvements for a shelter; and

E. Operator is a nonprofit provider of services to families and women of the City of Eureka experiencing homelessness; and

F. City desires to engage Operator to operate a shelter location for unsheltered families and women of the City of Eureka beginning May 15th, 2020 and ending on November 15th, 2020 at 205 7th Street, Eureka, CA 95501 ("Program"); and

G. Both Parties have the authority to perform as promised under the terms of this Agreement.

In view of the above, the parties hereto do hereby agree as follows:

SECTION 1. TERM OF AGREEMENT.

A. This Agreement will commence on May 15th, 2020 and expire on November 15th, 2020, unless sooner terminated pursuant to Section 23.

B. Based on mutual written agreement between the City and Operator, the term may be extended for up to six months after the expiration date pending approval of additional funding from City Council.

C. The City will provide Operator with up to \$15,000 to assist with rent and improvements during the term of this Agreement. In order to qualify for this assistance, Operator

must provide all services and perform all requirements as promised in this Agreement, and must provide evidence of need for financial assistance in the form of receipts or invoices.

SECTION 2. SCOPE OF SERVICES

The Operator will provide the following services:

- A. Living arrangements for women and women with children in need of shelter.
- B. Access to restroom facilities by staff and residents.
- C. Program administration, site set up, supervision, security, and clean up.

SECTION 3. MONITORING AND REPORTING

A. Operator must furnish data, statements, records, information, and reports necessary for City to monitor, review, and evaluate the performance of the Operator.

B. Operator agrees that at any time during the hours when it is providing shelter pursuant to this Agreement, and as often as may be deemed necessary, City or its authorized representatives will have access to and the right to examine its offices and facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement.

SECTION 4. PROGRAM COORDINATION

A. Operator must provide City with the contact information for Operator's Director of Service, Program Manager, and other key staff for the Location upon execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Program Director, Operator must notify City immediately of such occurrence. Operator's staff must cooperate fully with City staff with respect to all matters related to this Agreement.

B. Operator's staff must attend meetings as required or requested by the City Manager.

C. Operator will be solely responsible for the recruitment, training, supervision and compensation of Operator's employees, including Program employees assigned to provide services. Operator will be solely responsible for the recruitment, training and supervision of volunteers to assist in the operation of the Location.

SECTION 5. OPERATION OF LOCATION.

A. Operator will be responsible for operating the Program consistent with this Agreement. Operator's obligations will include staffing the Program in a manner satisfactory to City.

B. Operator will have primary responsibility for the opening, closing, locking and arming the security system, if applicable, of the Location. Operator will have primary responsibility for the reasonable care and security of the Location.

C. Operator will not allow Location to be used for any purpose that would interfere with this Agreement, unless the City authorizes such activity in writing.

D. Operator may not charge fees to individuals for participation in the Program.

E. Operator agrees that any and all personnel, either paid or volunteer, who perform the services specified hereunder, will be qualified to perform the duties assigned to them.

F. Operator will provide the services in a manner that will not disrupt the surrounding neighbors.

G. Operator may not use the Location to promote religious or political purposes.

SECTION 6. INVENTORY AND USE OF EQUIPMENT

City may agree to make available to Operator, at City's sole discretion, certain City-owned equipment and furnishings for Operator's use in the Program. Operator agrees to maintain all City equipment and furnishings in good condition and working order and to return same to City on termination of this Agreement in the same condition as when received by Operator, excluding reasonable wear and tear. Operator agrees to reimburse City for any and all repairs made necessary by Operator's use, except that occasioned by reasonable wear and tear. Operator further agrees to maintain all equipment and furnishings in good and safe working condition and not to permit the use of such equipment and furnishings unless so maintained.

SECTION 7. UTILITIES SERVICE

Operator will be responsible for costs of utilities including water, gas, electricity, monthly telephone, cable, and internet service charges.

SECTION 8. MAINTENANCE AND REPAIR

Operator will be responsible for routine repairs that are the result of normal wear and tear on the facility. Operator will not make any alteration or change to the Location that would prevent the Location from being used as a shelter during this Agreement.

SECTION 9. NO WASTE OR NUISANCE.

Operator must not commit or allow any waste or nuisance on the Location.

SECTION 10. PRESERVATION OF RECORDS

Operator must preserve operational, financial, and Program records related to this Agreement for four years after the date of termination of this Agreement.

SECTION 11. INDEPENDENT CONTRACTOR

The parties mutually agree that Operator and its employees are, and will be at all times, independent contractors and not agents or employees of the City, and that Operator and its employees will not be entitled to any salary, fringe benefits, pension, Workers' Compensation, sick leave, insurance, or any other benefit or right connected with employment by City, or any compensation other than as prescribed herein, and Operator expressly waives any claim it may have to any such rights.

SECTION 12. LICENSE RIGHTS/NOT A LEASE

The rights granted to Operator under this Agreement are non-exclusive license rights only and do not constitute, and may not be construed as, a leasehold or other possessory interest in the real property described in this Agreement.

SECTION 13. ASSIGNMENT BY OPERATOR

This Agreement may not be assigned by Operator, in whole or in part, or subcontracted in any respect without the written authorization of City, which may be withheld at City's sole discretion.

SECTION 14. NONDISCRIMINATION

Operator must not discriminate against any employee, applicant, volunteer, or participant because of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

SECTION 15. COMPLIANCE WITH LAWS, INCLUDING BACKGROUND CHECKS/REPORT OF CHILD ABUSE

A. Operator must comply with all applicable laws, ordinances, codes, and regulations of the federal, state and local government.

B. If the services provided hereunder involve direct contact with minors or if minors are supervised as a part of the services provided hereunder, or involve the care and security of children, the elderly, the disabled, or the mentally impaired, then Operator represents and warrants to City that prior to services being provided hereunder by any personnel or volunteers retained by Operator that the Operator has or will conduct a criminal background check as provided in California Penal Code Section 11105.3, as well as an FBI criminal database background check and, has or will verify prior to services being provided that the personnel or volunteers do not have any criminal record for the offenses listed in California Penal Code Section 11105.3, which include, certain offenses related to the possession or use of controlled substances, sex offenses or any criminal offense involving violence.

C. Operator must comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq.

D. Operator may also request subsequent arrest service from the Department of Justice as provided under Section 11105.2 of the Penal Code.

E. No person, whether paid or not paid by Operator, can provide services described in Paragraph B above, unless, prior to commencing services hereunder, Operator has conducted a proper background check on such person or persons, and each of the named persons is legally permitted to perform the services described in this Agreement. If requested by City during the term of this Agreement, Operator must provide a certification letter verifying that the background checks for each of the named persons are current and in compliance with this provision.

SECTION 16. WAIVER OF CLAIMS

Operator, as a material part of the consideration to be rendered to City under this Agreement, hereby waives all claims or causes of action against the City, its officers or employees, which Operator may now or hereafter have for damages to goods, wares, merchandise or other property in, about or upon the Location, or for injuries to persons in or about the Location. In particular, but not by way of limitation, Operator hereby waives any and all claims or causes of action which Operator may now or hereafter have against the City, its officers or employees:

A. For loss, injury or damage sustained by reason of any deficiency, impairment and interruption of any service or system serving Location; and

B. For any loss or damage to the property of, or injury or damage to Operator, Operator's officers, employees, or agents, from any cause or causes arising at any time because of Operator's use or occupancy of the Location or Operator's performance under this Agreement.

SECTION 17. INDEMNIFICATION AND HOLD HARMLESS

Operator agrees to defend, indemnify and hold harmless City, its officers, agents, employees and invitees, from any and all loss or damage and from any and all liability or suits brought by any and all persons because of or arising out or resulting from the doing by Operator of any or all things permitted by this Agreement, or because of or arising or resulting from any acts, activities or errors or omissions of Operator, its agents, employees, invitees, or subcontractors arising out of or resulting from the performance of this Agreement. This Agreement to defend, indemnify and save harmless City will, in its entirety, extend to any loss or suit arising or resulting from any dangerous or defective condition arising from any cause in, around or upon the Location used by Operator, its agents, employees or subcontractors.

SECTION 18. INSURANCE REQUIREMENTS

Operator agrees to have and maintain the policies set forth in **EXHIBIT A**, entitled "CITY STANDARD INSURANCE REQUIREMENTS". All policies, endorsements, certificates and/or binders shall be subject to approval by the City as to form and content. Operator agrees to provide City with a copy of the required policies, certificates and/or endorsements upon execution of this Agreement.

SECTION 19. COMPLIANCE WITH LAWS

Operator must comply with City policies and all applicable state and federal laws, regulations, and rules related to the use of the Location and the operation of the Program, including but not limited to, laws, regulations and rules applicable to health, safety and equal opportunity employment.

SECTION 20. RESERVED.

SECTION 21. TIME OF ESSENCE

Where performance of a covenant must be performed on or before a certain date, time will be of the essence of said covenant. Performance by Operator of each and every covenant of this Agreement is material, the breach of which will constitute a material breach of this Agreement for which the City may terminate this Agreement.

SECTION 22. EFFECT OF WAIVER

The waiver by City of any breach of any term, covenant or condition of this Agreement will not be deemed a waiver of such term, covenant or condition of waiver of any subsequent breach of such term, covenant/or condition. The consent or approval by City to or of any act by Operator requiring City's approval or consent will not be deemed to waive provisions for City's approval or consent to any such subsequent acts by Operator.

SECTION 23. ELECTIVE TERMINATION

A. Either Party may terminate this Agreement under this provision without cause, upon seven days written notice, notwithstanding Operator's compliance with the terms of this Agreement, delivery of reports and program services.

SECTION 24. NOTICES AND REPRESENTATIVES

All notices required or permitted to be given under this Agreement must be in writing and personally delivered or sent by U.S. mail, postage prepaid addressed as follows:

City:
City Manager
City of Eureka
513 K Street,
Eureka, CA 95501

Operator:
Dan Price, Board Chair
Betty Kwan Chinn Homeless Foundation
133 7th Street
Eureka, CA 95501

The parties may change their respective addresses for purposes of delivering notices by sending notice of such change pursuant to this Section.

SECTION 25. CONFLICT OF INTEREST

Operator must avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement. Operator is familiar with conflict of law provisions set forth in California

Government Code Sections 87100 et seq. and Government Code Section 1090. Operator is also familiar with Section 807 of the Eureka Municipal Code. Operator certifies they do not know of any facts that constitute a violation of such sections. Operator further certifies that it may not assign any personnel to provide services under this Agreement that would be cause for a violation of any conflict of interest law.

SECTION 26. DISQUALIFICATION OF FORMER EMPLOYEES

Operator is familiar with the provisions relating to the disqualification of former officers and employees of City in matters that are connected with former duties or official responsibilities as set forth in Section 1105 of the Eureka Municipal Code ("Revolving Door Prohibition").

Operator may not utilize either directly or indirectly any officer, employee, or agent of City to perform services under this Agreement, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Prohibition.

SECTION 27. MISCELLANEOUS PROVISIONS

A. The provision of Sections 10, 16, and 17 will survive termination of this Agreement.

B. This Agreement will be governed and construed in accordance with the laws of the State of California. In the event that suit is brought by either Party to this Agreement, the Parties agree that venue will be in the Superior Court of the State of California for the County of Humboldt, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California.

C. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and will not be used in its construction.

D. Any and all exhibits that are referred to in this Agreement are incorporated herein by reference and are deemed a part of this Agreement. This Agreement may only be amended by formal written agreement executed by both Parties.

E. If a court of competent jurisdiction adjudges any provision of this Agreement as void or unenforceable, the remaining provisions will not be affected thereby and will remain in full force and effect.

F. Where this Agreement refers to City and no officer of the City is named, City Manager will have the authority to act on City's behalf.

WITNESS THE EXECUTION HEREOF, the day and year hereinabove written,

CITY OF EUREKA:

By: _____ Dated: _____
City Manager

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Pamela J. Powell, City Clerk

BETTY KWAN CHINN DAY CENTER:

By: _____

Title: Board Chair

Date: _____

EXHIBIT A

CITY STANDARD INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS - Operator must procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Operator, his/her agents, representatives, or employees.

Minimum Scope of Insurance

Coverage must be at least as broad as:

- A. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- B. Insurance Services Office form number CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto).
- C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- D. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Operator must maintain limits no less than:

- A. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be twice the required occurrence limit.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 per accident for bodily injury or disease Workers' Compensation Insurance: State approved policy form providing statutory benefits as required by law with employers' liability limits no less than \$1 million per accident.
- D. I certify that in the performance of the scope of work outlined in this agreement, I will not employ any person in any manner so as to become subject to the Workers Compensation laws of California.

(Operator to initial, if applicable) _____ Initials

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either: the insurer will reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Operator will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

A. The City, its officers, officials, employees are to be covered as insured as respects: liability to the extent caused by the negligent operations performed by or on behalf of the Operator; or automobiles owned, leased, hired or borrowed by the Operator.

B. For any claims related to this project, the Operator's insurance coverage will be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers will be excess of the Operator's insurance and will not contribute with it.

C. Each insurance policy required by this clause must be endorsed to state that coverage will not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the city.

Verification of Coverage

Operator must furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements may be on forms provided by the City or on other than the City's forms provided those endorsements conform to City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

7.0 Exceptions, Objections and Requested Changes

None.

**REQUEST FOR PROPOSALS – NO. DHHS2020-05
HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM**

**ATTACHMENT A – SIGNATURE AFFIDAVIT
(Submit with Proposal)**

REQUEST FOR PROPOSALS – NO. DHHS2020-05 SIGNATURE AFFIDAVIT	
NAME OF ORGANIZATION/AGENCY:	Betty Kwan Chinn Homeless Foundation
STREET ADDRESS:	133 7 th street
CITY, STATE, ZIP	Eureka, CA 95501
CONTACT PERSON:	Mary Pieratt
PHONE #:	707-407-3833
FAX #:	707-407-3835
EMAIL:	mpieratt@bettychinn.org

Government Code Sections 6250, *et seq.*, the “Public Records Act,” define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this Proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or agency to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above-named organization and hereby agrees to all the terms, conditions and specifications required by the County in Request for Proposals No. DHHS2020-05 and declares that the attached Proposal and pricing are in conformity therewith.

Mary Pieratt
Signature

5-13-2020
Date

Mary Pieratt
Name

5-13-2020
Date

This agency hereby acknowledges receipt / review of the following Addendum(s), if any)
Addendum # [redacted] Addendum # [redacted] Addendum # [redacted] Addendum # [redacted]

**ATTACHMENT B – PROPOSED BUDGET
(Submit with Proposal)**

A. Personnel Costs	
<i>Formula for salary calculations and any benefits should be clearly identified</i>	
Title: Case Manager Salary Calculation: 0.5 FTE x \$18.96 x 40 hrs/week x 52 weeks Duties Description: Helps Clients with resources and housing needs	\$ 19,718
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Workers Compensation: 2.3 FTE x \$130.44 x 12 months	\$ 3,600
Total Personnel Costs:	\$ 85,813
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Item: Non-food Supplies Description: Food containers and utensils, bathroom and cleaning supplies	\$ 6,000
Item: Office Supplies Description: Filing, charting supplies for Case Manager	\$ 1,200
Total Supply Costs:	\$ 40,800

D. Transportation/Travel (*Travel expenses must follow Humboldt County Travel Policy Limits*)

Item: Client Transportation Description: Bus passes within Humboldt County	\$ 1,000
Item: Transportation Description: Greyhound and Amtrak tickets out of Humboldt County	\$ 5,000
Total Transportation/Travel Costs:	\$ 6,000
E. Other Costs	
Item: Administration Description: Indirect costs, contract administration	\$ 13,673
Total Other Costs:	\$ 13,673
Grand Total:	\$ 209,002

AGREEMENT BETWEEN CITY OF EUREKA AND BETTY KWAN CHINN HOMELESS FONDATION FOR OPERATION OF A WOMEN AND WOMEN WITH CHILDREN SHELTER LOCATION

This "Agreement" is made and entered into by and between the **CITY of EUREKA**, a municipal corporation ("City") and **BETTY KWAN CHINN HOMELESS FOUNDATION**, a California non-profit corporation ("Operator"), collectively referred to herein as the Party or Parties.

RECITALS

A. Operator is the lessee of 205 7th Street, Eureka, CA 95501 which is located within the City of Eureka, ("Location"); and

B. Property owner of 205 7th Street has approved of the property being used as a shelter; and

C. On January 19, 2016 the City Council declared a shelter crisis due to a large number of unsheltered individuals in the area of City; and

D. On April 21st, 2020, the Eureka City Council authorized the expenditure of \$15,000 to assist with funding rent costs and improvements for a shelter; and

E. Operator is a nonprofit provider of services to families and women of the City of Eureka experiencing homelessness; and

F. City desires to engage Operator to operate a shelter location for unsheltered families and women of the City of Eureka beginning May 15th, 2020 and ending on November 15th, 2020 at 205 7th Street, Eureka, CA 95501 ("Program"); and

G. Both Parties have the authority to perform as promised under the terms of this Agreement.

In view of the above, the parties hereto do hereby agree as follows:

SECTION 1. TERM OF AGREEMENT.

A. This Agreement will commence on May 15th, 2020 and expire on November 15th, 2020, unless sooner terminated pursuant to Section 23.

B. Based on mutual written agreement between the City and Operator, the term may be extended for up to six months after the expiration date pending approval of additional funding from City Council.

C. The City will provide Operator with up to \$15,000 to assist with rent and improvements during the term of this Agreement. In order to qualify for this assistance, Operator

must provide all services and perform all requirements as promised in this Agreement, and must provide evidence of need for financial assistance in the form of receipts or invoices.

SECTION 2. SCOPE OF SERVICES

The Operator will provide the following services:

- A. Living arrangements for women and women with children in need of shelter.
- B. Access to restroom facilities by staff and residents.
- C. Program administration, site set up, supervision, security, and clean up.

SECTION 3. MONITORING AND REPORTING

A. Operator must furnish data, statements, records, information, and reports necessary for City to monitor, review, and evaluate the performance of the Operator.

B. Operator agrees that at any time during the hours when it is providing shelter pursuant to this Agreement, and as often as may be deemed necessary, City or its authorized representatives will have access to and the right to examine its offices and facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement.

SECTION 4. PROGRAM COORDINATION

A. Operator must provide City with the contact information for Operator's Director of Service, Program Manager, and other key staff for the Location upon execution of this Agreement. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Program Director, Operator must notify City immediately of such occurrence. Operator's staff must cooperate fully with City staff with respect to all matters related to this Agreement.

B. Operator's staff must attend meetings as required or requested by the City Manager.

C. Operator will be solely responsible for the recruitment, training, supervision and compensation of Operator's employees, including Program employees assigned to provide services. Operator will be solely responsible for the recruitment, training and supervision of volunteers to assist in the operation of the Location.

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A. Operator will be responsible for operating the Program consistent with this Agreement. Operator's obligations will include staffing the Program in a manner satisfactory to City.

B. Operator will have primary responsibility for the opening, closing, locking and arming the security system, if applicable, of the Location. Operator will have primary responsibility for the reasonable care and security of the Location.

C. Operator will not allow Location to be used for any purpose that would interfere with this Agreement, unless the City authorizes such activity in writing.

D. Operator may not charge fees to individuals for participation in the Program.

E. Operator agrees that any and all personnel, either paid or volunteer, who perform the services specified hereunder, will be qualified to perform the duties assigned to them.

F. Operator will provide the services in a manner that will not disrupt the surrounding neighbors.

G. Operator may not use the Location to promote religious or political purposes.

SECTION 6. INVENTORY AND USE OF EQUIPMENT

City may agree to make available to Operator, at City's sole discretion, certain City-owned equipment and furnishings for Operator's use in the Program. Operator agrees to maintain all City equipment and furnishings in good condition and working order and to return same to City on termination of this Agreement in the same condition as when received by Operator, excluding reasonable wear and tear. Operator agrees to reimburse City for any and all repairs made necessary by Operator's use, except that occasioned by reasonable wear and tear. Operator further agrees to maintain all equipment and furnishings in good and safe working condition and not to permit the use of such equipment and furnishings unless so maintained.

SECTION 7. UTILITIES SERVICE

Operator will be responsible for costs of utilities including water, gas, electricity, monthly telephone, cable, and internet service charges.

SECTION 8. MAINTENANCE AND REPAIR

Operator will be responsible for routine repairs that are the result of normal wear and tear on the facility. Operator will not make any alteration or change to the Location that would prevent the Location from being used as a shelter during this Agreement.

SECTION 9. NO WASTE OR NUISANCE.

Operator must not commit or allow any waste or nuisance on the Location.

SECTION 10. PRESERVATION OF RECORDS

Operator must preserve operational, financial, and Program records related to this Agreement for four years after the date of termination of this Agreement.

SECTION 11. INDEPENDENT CONTRACTOR

The parties mutually agree that Operator and its employees are, and will be at all times, independent contractors and not agents or employees of the City, and that Operator and its employees will not be entitled to any salary, fringe benefits, pension, Workers' Compensation, sick leave, insurance, or any other benefit or right connected with employment by City, or any compensation other than as prescribed herein, and Operator expressly waives any claim it may have to any such rights.

SECTION 12. LICENSE RIGHTS/NOT A LEASE

The rights granted to Operator under this Agreement are non-exclusive license rights only and do not constitute, and may not be construed as, a leasehold or other possessory interest in the real property described in this Agreement.

SECTION 13. ASSIGNMENT BY OPERATOR

This Agreement may not be assigned by Operator, in whole or in part, or subcontracted in any respect without the written authorization of City, which may be withheld at City's sole discretion.

SECTION 14. NONDISCRIMINATION

Operator must not discriminate against any employee, applicant, volunteer, or participant because of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

SECTION 15. COMPLIANCE WITH LAWS, INCLUDING BACKGROUND CHECKS/REPORT OF CHILD ABUSE

A. Operator must comply with all applicable laws, ordinances, codes, and regulations of the federal, state and local government.

B. If the services provided hereunder involve direct contact with minors or if minors are supervised as a part of the services provided hereunder, or involve the care and security of children, the elderly, the disabled, or the mentally impaired, then Operator represents and warrants to City that prior to services being provided hereunder by any personnel or volunteers retained by Operator that the Operator has or will conduct a criminal background check as provided in California Penal Code Section 11105.3, as well as an FBI criminal database background check and, has or will verify prior to services being provided that the personnel or volunteers do not have any criminal record for the offenses listed in California Penal Code Section 11105.3, which include, certain offenses related to the possession or use of controlled substances, sex offenses or any criminal offense involving violence.

C. Operator must comply with the provisions of the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 et seq.

D. Operator may also request subsequent arrest service from the Department of Justice as provided under Section 11105.2 of the Penal Code.

E. No person, whether paid or not paid by Operator, can provide services described in Paragraph B above, unless, prior to commencing services hereunder, Operator has conducted a proper background check on such person or persons, and each of the named persons is legally permitted to perform the services described in this Agreement. If requested by City during the term of this Agreement, Operator must provide a certification letter verifying that the background checks for each of the named persons are current and in compliance with this provision.

SECTION 16. WAIVER OF CLAIMS

Operator, as a material part of the consideration to be rendered to City under this Agreement, hereby waives all claims or causes of action against the City, its officers or employees, which Operator may now or hereafter have for damages to goods, wares, merchandise or other property in, about or upon the Location, or for injuries to persons in or about the Location. In particular, but not by way of limitation, Operator hereby waives any and all claims or causes of action which Operator may now or hereafter have against the City, its officers or employees:

A. For loss, injury or damage sustained by reason of any deficiency, impairment and interruption of any service or system serving Location; and

B. For any loss or damage to the property of, or injury or damage to Operator, Operator's officers, employees, or agents, from any cause or causes arising at any time because of Operator's use or occupancy of the Location or Operator's performance under this Agreement.

SECTION 17. INDEMNIFICATION AND HOLD HARMLESS

Operator agrees to defend, indemnify and hold harmless City, its officers, agents, employees and invitees, from any and all loss or damage and from any and all liability or suits brought by any and all persons because of or arising out or resulting from the doing by Operator of any or all things permitted by this Agreement, or because of or arising or resulting from any acts, activities or errors or omissions of Operator, its agents, employees, invitees, or subcontractors arising out of or resulting from the performance of this Agreement. This Agreement to defend, indemnify and save harmless City will, in its entirety, extend to any loss or suit arising or resulting from any dangerous or defective condition arising from any cause in, around or upon the Location used by Operator, its agents, employees or subcontractors.

SECTION 18. INSURANCE REQUIREMENTS

Operator agrees to have and maintain the policies set forth in **EXHIBIT A**, entitled "CITY STANDARD INSURANCE REQUIREMENTS". All policies, endorsements, certificates and/or binders shall be subject to approval by the City as to form and content. Operator agrees to provide City with a copy of the required policies, certificates and/or endorsements upon execution of this Agreement.

SECTION 19. COMPLIANCE WITH LAWS

Operator must comply with City policies and all applicable state and federal laws, regulations, and rules related to the use of the Location and the operation of the Program, including but not limited to, laws, regulations and rules applicable to health, safety and equal opportunity employment.

SECTION 20. **RESERVED.**

SECTION 21. **TIME OF ESSENCE**

Where performance of a covenant must be performed on or before a certain date, time will be of the essence of said covenant. Performance by Operator of each and every covenant of this Agreement is material, the breach of which will constitute a material breach of this Agreement for which the City may terminate this Agreement.

SECTION 22. **EFFECT OF WAIVER**

The waiver by City of any breach of any term, covenant or condition of this Agreement will not be deemed a waiver of such term, covenant or condition of waiver of any subsequent breach of such term, covenant/or condition. The consent or approval by City to or of any act by Operator requiring City's approval or consent will not be deemed to waive provisions for City's approval or consent to any such subsequent acts by Operator.

SECTION 23. **ELECTIVE TERMINATION**

A. Either Party may terminate this Agreement under this provision without cause, upon seven days written notice, notwithstanding Operator's compliance with the terms of this Agreement, delivery of reports and program services.

SECTION 24. **NOTICES AND REPRESENTATIVES**

All notices required or permitted to be given under this Agreement must be in writing and personally delivered or sent by U.S. mail, postage prepaid addressed as follows:

City:
City Manager
City of Eureka
513 K Street,
Eureka, CA 95501

Operator:
Dan Price, Board Chair
Betty Kwan Chinn Homeless Foundation
133 7th Street
Eureka, CA 95501

The parties may change their respective addresses for purposes of delivering notices by sending notice of such change pursuant to this Section.

SECTION 25. **CONFLICT OF INTEREST**

Operator must avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement. Operator is familiar with conflict of law provisions set forth in California

Government Code Sections 87100 et seq. and Government Code Section 1090. Operator is also familiar with Section 807 of the Eureka Municipal Code. Operator certifies they do not know of any facts that constitute a violation of such sections. Operator further certifies that it may not assign any personnel to provide services under this Agreement that would be cause for a violation of any conflict of interest law.

SECTION 26. DISQUALIFICATION OF FORMER EMPLOYEES

Operator is familiar with the provisions relating to the disqualification of former officers and employees of City in matters that are connected with former duties or official responsibilities as set forth in Section 1105 of the Eureka Municipal Code ("Revolving Door Prohibition").

Operator may not utilize either directly or indirectly any officer, employee, or agent of City to perform services under this Agreement, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Prohibition.

SECTION 27. MISCELLANEOUS PROVISIONS

A. The provision of Sections 10, 16, and 17 will survive termination of this Agreement.

B. This Agreement will be governed and construed in accordance with the laws of the State of California. In the event that suit is brought by either Party to this Agreement, the Parties agree that venue will be in the Superior Court of the State of California for the County of Humboldt, or if federal jurisdiction is appropriate, exclusively in the United States District Court, Northern District of California.

C. The headings of the sections and subsections of this Agreement are inserted for convenience only. They do not constitute a part of this Agreement and will not be used in its construction.

D. Any and all exhibits that are referred to in this Agreement are incorporated herein by reference and are deemed a part of this Agreement. This Agreement may only be amended by formal written agreement executed by both Parties.

E. If a court of competent jurisdiction adjudges any provision of this Agreement as void or unenforceable, the remaining provisions will not be affected thereby and will remain in full force and effect.

F. Where this Agreement refers to City and no officer of the City is named, City Manager will have the authority to act on City's behalf.

WITNESS THE EXECUTION HEREOF, the day and year hereinabove written,

CITY OF EUREKA:

By: _____ Dated: _____
City Manager

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Pamela J. Powell, City Clerk

BETTY KWAN CHINN DAY CENTER:

By: _____

Title: Board Chair

Date: _____

EXHIBIT A

CITY STANDARD INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS - Operator must procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Operator, his/her agents, representatives, or employees.

Minimum Scope of Insurance

Coverage must be at least as broad as:

- A. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- B. Insurance Services Office form number CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto).
- C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- D. Errors and Omissions liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Operator must maintain limits no less than:

- A. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be twice the required occurrence limit.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 per accident for bodily injury or disease Workers' Compensation Insurance: State approved policy form providing statutory benefits as required by law with employers' liability limits no less than \$1 million per accident.
- D. I certify that in the performance of the scope of work outlined in this agreement, I will not employ any person in any manner so as to become subject to the Workers Compensation laws of California.

(Operator to initial, if applicable) _____ Initials

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared and approved by the City. At the option of the City, either: the insurer will reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Operator will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

A. The City, its officers, officials, employees are to be covered as insured as respects: liability to the extent caused by the negligent operations performed by or on behalf of the Operator; or automobiles owned, leased, hired or borrowed by the Operator.

B. For any claims related to this project, the Operator's insurance coverage will be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers will be excess of the Operator's insurance and will not contribute with it.

C. Each insurance policy required by this clause must be endorsed to state that coverage will not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the city.

Verification of Coverage

Operator must furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements may be on forms provided by the City or on other than the City's forms provided those endorsements conform to City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.